

01-18-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103159776

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s):

Lasalle Business Credit, a Division of ABN AMRO
Bank of Canada (formerly ABN AMRO Bank Canada)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other Chartered Bank

Citizenship (see guidelines) Canada

Execution Date(s) October 15, 2004

Additional names of conveying parties attached: ☒ Yes
☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes
☐ No

Name: Alfresh Beverages Canada Corp.

Internal

Address: _____

Street Address: 95 Vulcan Street

City: Toronto

State: Ontario

Country: Canada

Zip: M9W 1L4

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship Canada

☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other Approval and Vesting Order of Ontario
Superior Court of Justice, discharging all security interests,
charges, liens, hypothecs, mortgages or encumbrances
granted on any and all trademarks owned by Alfresh
Beverages Canada Corp. and Sunlike Juice Limited.

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1553160; 1861525

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FAIRLEE and design (RN 1553160); NEVADA in stylized form (RN 1861525)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen Jeffries

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Ave., NW, Ste. 100

City: Washington, D.C.

State: _____ Zip: 20006-6801

Phone Number: 202-419-4204

Fax Number: 202-419-2761

Email Address: stephen.jeffries@hklaw.com

6. Total number of applications and registrations involved:

2

7. Total Fee (37 CFR 2.6(b)(6) & 3.41)\$ 65.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature

Signature

Stephen Jeffries

Name of Person Signing

Date

Total number of pages including cover
sheet, attachments, and document:

16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003287 FRAME: 0531

1. Continuation of Information from Item 1:

Name of additional conveying party/Execution Date:

Name :

ABN AMRO Bank N.V., Canada Branch

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Canadian Branch of Netherlands Bank

Citizenship (see guidelines) Netherlands

Execution Date(s) October 15, 2004

2. Continuation of Information from Item 2:

Name, address and citizenship of additional receiving party:

Name: Sunlike Juice Limited

Internal

Address: _____

Street Address: 91 Finchdene Square

City: Scarborough

State: Ontario

Country: Canada Zip: M1X 1A7

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Canada
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

) FRIDAY, THE 15th DAY

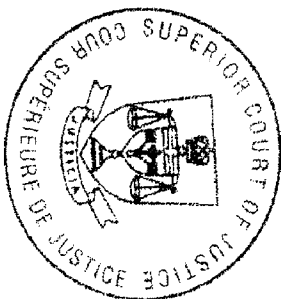
MADAME JUSTICE PEPALL

) OF OCTOBER, 2004

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,
c. B-3, AS AMENDED

ALFRESH BEVERAGES CANADA CORP.
AND SUNLIKE JUICE LIMITED

APPLICANTS



APPROVAL AND VESTING ORDER

THIS APPLICATION, made by Alfresh Beverages Canada Corp. and Sunlike Juice Limited (together the "Companies"), for the relief set out in the Notice of Application herein dated October 14, 2004 was heard this day at 393 University Avenue, Toronto, Ontario.

the Application Record
ON READING ~~the Affidavit of Greg Watson sworn October 14, 2004 filed (the~~
~~and the Solemn Declarations of C. M. Cytrynbaum sworn Oct 15, 04 - MP~~
"Watson Affidavit"), and on hearing the submissions of counsel for the Interim Receiver, the Companies, and Lassonde (as defined herein), no one else appearing although duly served with the materials filed in support of this motion: *+ on consent of the secured lender - the subordinated lenders*

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein be abridged, if necessary, to the date of actual service, that service upon the parties listed on Schedule "A" thereto (the "Service List") is sufficient

service, that further service upon any other party thereof be dispensed with and that the motion is properly returnable today.

2. **THIS COURT ORDERS** that this Order is effective as of 4:30^{sup} p.m. on Friday, October 15, 2004.
3. **THIS COURT ORDERS** that the Agreement of Purchase and Sale Agreement between PricewaterhouseCoopers Inc. (the "Interim Receiver"), in its capacity as Interim Receiver of the property, assets and undertaking of the Companies (the "Assets"), as vendor, and A. Lassonde Inc. ("Lassonde") and Lassonde Industries Inc. ("Lassonde Industries"), together as purchasers (collectively the "Purchasers") dated October 15, 2004 (the "Sale Agreement") and the transaction contemplated therein (the "Sale Transaction"), pursuant to which the Interim Receiver shall sell certain of the Assets to A. Lassonde Inc. (the "A. Lassonde Inc. Purchased Assets") and certain of the Assets to Lassonde Industries Inc. (the "Lassonde Industries Inc. Purchased Assets"), be and they are hereby approved.
4. **THIS COURT ORDERS** that the Interim Receiver be and is hereby authorized, empowered and directed to enter into the Sale Agreement and complete the Sale Transaction in accordance with the terms and conditions of the Sale Agreement with such alterations, amendments, deletions and additions as the parties thereto may agree, and to perform the obligations contained in the Sale Agreement (including without limitation all ancillary agreements contemplated by or referred to therein), all without, notwithstanding any other paragraph herein, giving notice under any personal property or security legislation in effect in any jurisdiction under which any of the A. Lassonde Inc. Purchased Assets and the Lassonde Industries Inc. Purchased Assets (collectively the "Purchased Assets") purchased by the Purchasers pursuant to the Sale Agreement are situate including, without limitation, the *Personal Property Security Act*, R.S.O. 1990, c.P.10, as amended, and the *Mortgages Act*, R.S.O. 1990, c.M.40, as amended.

5. **THIS COURT ORDERS** that, save and except the real property more fully described in Schedule "B" hereto (the "Real Property"), the Interim Receiver's and the Companies' right, title and interest, if any, in and to the A. Lassonde Inc. Purchased Assets and the Lassonde Industries Inc. Purchased Assets, shall vest and are hereby vested in and to A. Lassonde Inc., in respect of the A. Lassonde Inc. Purchased Assets and Lassonde Industries Inc. in respect of the Lassonde Industries Inc. Purchased Assets absolutely and forever, free and clear of and from any and all "Claims", by any "Claimant", each as defined in this Order, including, for greater certainty and without limiting the generality of the foregoing, free and clear of and from any charge or charges upon the Purchased Assets granted by the Court in the within proceeding in favour of the Interim Receiver, whether pursuant to the Order of the Honourable Madame Justice Pepall dated October 15, 2004 (the "Appointment Order") or otherwise, any receipts or certificates for any sums borrowed by the Interim Receiver ("Receiver's Certificates") and any hypothecation of any such Receiver's Certificates, those security interests registered under the provisions of the PPSA as more particularly set out in Schedule "C" hereto, those security interests registered under the Quebec Civil Code as more particularly set out in Schedule "D" hereto, and the Claims held by or in favour of the entities or their solicitor served with the Notice of Motion relating to this Order.
6. **THIS COURT ORDERS** that, in this Order, "Claims" means all estate, right, title, interests, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory, or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances, or other rights, limitations or restrictions of any nature whatsoever, including without limitation, any rights or interests of any creditors of either of the Companies, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent.

7. **THIS COURT ORDERS** that, in this Order, "Claimants" means all persons or entities of any kind whatsoever including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities, or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives.
8. **THIS COURT ORDERS** that all trademark offices of the countries in which the Companies have trademarks, including, without limitation, the United States Patent and Trade Mark Office and the Canadian Intellectual Property Office, are hereby directed to effect recordation of this Order on the relevant trademarks registry.
9. **THIS COURT ORDERS** that all security interests, charges, liens, hypothecs, mortgages or encumbrances granted on any and all trademarks owned by the Companies, including all security interests, charges, liens, hypothecs, mortgages granted under the Patent, Trademark and License Mortgage Agreement made as of December 28, 2000 by Alfresh Beverages Canada Corp. in favour of LaSalle Business Credit, a division of ABN AMRO Bank of Canada (formerly ABN AMRO Bank Canada) ("ABN"), as it may have been amended from time to time, be and they are hereby discharged.
10. **THIS COURT ORDERS** that the purchase price received by the Interim Receiver for the Purchased Assets, after deducting the remuneration, expenses and disbursements of the Interim Receiver incurred with respect to the sale of the Purchased Assets, net of commissions, taxes and expenses (the "Sale Proceeds"), shall stand in place and stead of the Purchased Assets.
11. **THIS COURT ORDERS** that the Interim Receiver shall be and is hereby authorized to distribute the sum of CDN\$5,686,983.87 and US \$1,232.76 as at October 13, 2004 plus any additional advances, costs (including legal costs) and interest accruing due to the date of payment to ABN out of the Sale Proceeds on or within four (4) days of November 1,


2004, subject only to there not being then outstanding any appeal or motion for leave to appeal this Order or the Vesting Order (Real Property) dated October 15, 2004 and subject to the receipt by the Interim Receiver of an opinion of Fasken Martineau DuMoulin LLP (the "Independent Opinion") confirming the validity and enforceability of the security interests of ABN over the Purchased Assets in form and substance satisfactory to the Interim Receiver in its sole discretion. In the event that the Interim Receiver is of the view that the Independent Opinion raises issues with respect to the entitlement of ABN to payment out of the Sale Proceeds which preclude the Interim Receiver from effecting a distribution to ABN, the Interim Receiver shall promptly bring a motion for advice and direction with respect thereto on notice to the Service List.

12. **THIS COURT DECLARES** that the Interim Receiver has not taken possession or control of any of the Purchased Assets, and nothing herein shall require the Interim Receiver to take possession or control of any assets of the Companies.
13. **THIS COURT ORDERS** and declares that the *Bulk Sales Act*, R.S.O. 1990, c.B.14, and any similar legislation in any other jurisdiction, does not apply to the Sale Transaction as contemplated by the Sale Agreement.
14. **THIS COURT ORDERS** that, notwithstanding:
 - a) the pendency of these proceedings;
 - b) the bankruptcy of the Companies; and
 - c) the provisions of any federal or provincial statute,

neither the Sale Agreement nor the Sale Transaction contemplated thereby nor the vesting order provisions will be void or voidable at the instance of creditors and claimants as, and do not constitute nor shall they be deemed to be, settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 as amended, or any other applicable

federal or provincial legislation, and they do not constitute conduct meriting an oppression remedy.

15. **THIS COURT ORDERS** that upon the appointment of any Trustee in Bankruptcy of the Companies (or either of them), such Trustee shall be bound by the terms of this Order.
16. **THIS COURT ORDERS** that the Interim Receiver be and it is hereby authorized to seek such further or other Orders from this Court, or any other Court having jurisdiction over any of the Purchased Assets, as it may deem necessary to complete the Sale Transaction.
17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Interim Receiver and the Purchaser and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver and the Purchaser as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and the Purchaser and their agents in carrying out the terms of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

OCT 15 2004

PER/PAR



SCHEDULE "A"

SERVICE LIST

CCFL SUBORDINATED DEBT FUND (III)

LIMITED PARTNERSHIP

70 University Avenue
Suite 1450
Toronto, Ontario
M5J 2M4

EAC ALFRESH CANADA, L.P.

380 West Joppa Road
Towson, Maryland
U.S.A. 21204

Attention: Gary Bull

FRASER MILNER CASGRAIN LLP

1 First Canadian Place
Barristers and Solicitors
100 King Street West
P.O. Box 100
Toronto, Ontario M5X 1B2

Attention: Shayne Kukulowicz

Solicitors for ABN AMRO Bank N.V., Canada Branch

FASKEN MARTINEAU DUMOULIN LLP

TD Bank Tower, P.O. Box 20
Toronto-Dominion Centre
Toronto, Ont. M5K 1N6

Attention: Edmond F.B. Lamek

Solicitors for PricewaterhouseCoopers Inc.

SCHEDULE "B"

DESCRIPTION

A fraction of co-ownership bearing civic number 2531 Guenette Street, in the City of St. Laurent, Province of Québec forming part of an emplacement having front on Guenette Street, in the City of St. Laurent, Province of Québec, and composed of:

- (a) a private portion known and designated as lot number ONE MILLION ONE HUNDRED AND SIXTY-TWO THOUSAND NINE (1 162 009) of the Cadastre du Québec, Registration Division of Montreal; and
- (b) the share in the common portions appurtenant to the private portion hereinabove described, the said common portions being known and designated as lot numbers ONE MILLION ONE HUNDRED AND SIXTY-ONE THOUSAND NINE HUNDRED AND SEVENTY-NINE (1 161 979), ONE MILLION ONE HUNDRED AND SIXTY-ONE THOUSAND NINE HUNDRED AND EIGHTY (1 161 980), ONE MILLION ONE HUNDRED AND SIXTY-ONE THOUSAND NINE HUNDRED AND NINETY-SEVEN (1 161 997) and ONE MILLION ONE HUNDRED AND SIXTY TWO THOUSAND FOURTEEN (1 162 014) of the Cadastre du Québec.

The fraction of co-ownership described above is subject to a declaration of co-ownership and its amendments or corrections registered at the Registry Office for the Registration Division of Montreal under numbers 3786141, 3789272 and 3808024 as amended from time to time.

A fraction of co-ownership bearing civic number 2533 Guenette Street, in the City of St-Laurent, Province of Québec forming part of an emplacement having front on Guenette Street, in the City of St-Laurent, Province of Québec, and composed of:

- (a) a private portion known and designated as lot number ONE MILLION ONE HUNDRED AND SIXTY-TWO THOUSAND EIGHT (1 162 008) of the Cadastre du Québec, Registration Division of Montréal; and
- (b) the share in the common portions appurtenant to the private portion hereinabove described, the said common portions being known and designated as lot numbers ONE MILLION ONE HUNDRED AND SIXTY-ONE THOUSAND NINE HUNDRED AND SEVENTY-NINE (1 161 979), ONE MILLION ONE HUNDRED AND SIXTY-ONE THOUSAND NINE HUNDRED AND EIGHTY (1 161 980), ONE MILLION ONE HUNDRED AND SIXTY-ONE THOUSAND NINE HUNDRED AND NINETY-SEVEN (1 161 997) and ONE MILLION ONE HUNDRED AND SIXTY-TWO THOUSAND FOURTEEN (1 162 014) of the Cadastre du Québec.

The fraction of co-ownership described above is subject to a declaration of co-ownership and its amendments or corrections registered at the Registry Office for the Registration Division of Montreal under numbers 3786141, 3789272 and 3808024 as amended from time to time.

SCHEDULE "C"

A = Accounts
MVI = Motor Vehicle Included

CG = Consumer Goods
O = Other

I = Inventory
E = Equipment

Reference File No.	Registration Number	Secured Party and Collateral Secured	Debtor	Date of Registration
849456414	19990324 1809 1531 6032	GE Vehicle and Equipment Leasing E, O, MVI	Alfresh Beverages Canada Corp. ("Alfresh")	March 24, 1999
850023297	19990413 1843 1531 4018	CIT Financial Ltd. I, E, A, O, MVI	Alfresh	April 13, 1999
867007989	20001026 1544 1590 0337	ABN Amro Bank N.V., Canada Branch I, E, A, O, MVI	Alfresh	October 26, 2000
867007926	20001026 1528 1590 0335	ABN Amro Bank N.V., Canada Branch I, E, A, O, MVI	Alfresh	October 26, 2000
867046779	20001027 1437 1530 7871	CCFL Subordinated Debt Fund (III) Limited Partnership I, E, A, O	Alfresh	October 27, 2000
867046788	20001027 1437 1530 7872	CCFL Subordinated Debt Fund (III) Limited Partnership I, E, A, O	Fairlee Fruit Juice Limited	October 27, 2000
867179493	20001101 1634 1590 0490	EAC Alfresh Canada, L.P. I, E, A, O	Alfresh	November 1, 2000
084164427	20010516 1532 0049 7768	Ludlow's Garage Limited o/a Ludlow Idealease E, MVI, 2002 International 9100I 6X4, 2002 Great Date Triaxle Van Trailer	Alfresh	May 16, 2001
084164373	20010712 1548 0049 7874	Ludlow's Garage Limited o/a Ludlow Idealease E, MVI, 2002 International 4900 6X4	Alfresh	July 12, 2001

Reference File No.	Registration Number	Secured Party	Debtor	Date of Registration
877275306	20011022 1802 1531 8489	Crown Cork & Seal Canada Inc. E, O	Alfresh	October 22, 2001
084164481	20011205 1614 0049 8128	Ludlow's Garage Limited o/a Ludlow Idealease E, 2002 Great Dane Triaxle reefer trailer equipped with a carrier NDA94D ultra XL refrigeration unit	Alfresh	December 5, 2001
886533453	20020820 1841 1531 2261	Financialinx Corporation CG, MVI, \$36,095.00, 2002 Hyundai Santa Fe	Alfresh	August 20, 2002
890650386	20030107 1832 1531 8594	CCFL Subordinated Debt Fund (III) Limited Partnership I, E, A, O, MVI	Alfresh	January 7, 2003
602714997	20040127 1450 1530 3733	Penske Truck Leasing Canada Inc. Locations de Camions Penske Canada Inc. E, O, MVI, 2000 Freightliner FL80	Alfresh	January 27, 2004
605966634	20040531 1641 1616 6516	CIT Financial Ltd. E, O, computer equipment, printers, scanners	Alfresh	May 31, 2004
606182427	20040607 1452 1530 2624	Liftcapital Corporation / Corporation Liftcapital E, O, material handling equipment	Alfresh	June 7, 2004
607732875	20040729 1008 1462 8866	Metro Idealease Toronto, a Division of Metro International Toronto Inc. E, MVI, 2002 Great Dane, 53 Foot Tridem	Alfresh	July 29, 2004
867007962	20001026 1543 1590 0336	ABN Amro Bank N.V., Canada Branch I, E, A, O, MVI	Sunlike Juice Limited ("Sunlike")	October 26, 2000

Reference File No.	Registration Number	Secured Party	Debtor	Date of Registration
867046797	20001027 1437 1530 7873	CCFL Subordinated Debt Fund (III) Limited Partnership I, E, A, O	Sunlike	October 27, 2000

SCHEDULE "D"

Registration Number	Secured Party	Debtor	Date of Registration
00-0369087-0001	EAC Alfresh Canada, L.P.	Alfresh Beverages Canada Corp. ("Alfresh")	December 4, 2000
00-0370233-0001	ABN AMRO Bank N.V., Canada Branch	Alfresh	December 4, 2000 (Assigned by ABN AMRO Bank Canada to ABN AMRO Bank N.V., Canada Branch by Number: 02-0059825-0001 on February 14, 2002)
?	Associates Leasing (Canada) Ltd.	Alfresh	January 8, 2001 (This is a modification of an previous publication against Fairlee Fruit Juice Limited)
01-0009206-0003	CCFL Subordinated Debt Fund (III) Limited Partnership	Alfresh	January 11, 2001
02-0568791-0001	ABN AMRO Bank N.V., Canada Branch	Alfresh	December 17, 2002
03-0075477-0013	GE Capital Vehicle and Equipment Leasing Inc.	Alfresh	February 19, 2003
03-0319527-0001	GE Capital Vehicle and Equipment Leasing Inc.	Alfresh	June 20, 2003
04-0418837-0001	Penske Truck Leasing Canada Inc.	Alfresh	July 16, 2004

ALFRESH BEVERAGES CANADA CORP. AND SUNLIKE JUICE LIMITED

Court File No. 04-CL-5578

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceeding commenced in Toronto

ORDER

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Suite 2200, P.O. Box 329
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Grant B. Moffat

Law Society No.: 32380L 1D

Tel: (416) 304-1616

Fax: (416) 304-1313

Solicitors for A. Lassonde Inc. and
Lassonde Industries Inc.